



CITY OF LODI

PUBLIC WORKS DEPARTMENT


COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
MEETING DATE: January 7, 1987
AGENDA TITLE: Approve Agreement for Architectural Services for Two Restrooms at **Lodi Lake Park**

RECOMMENDED ACTION: That **the** City Council approve the attached Architectural Services Agreement with Morris and Wenell Architects and Planners and direct **the City Manager** to execute this agreement.

BACKGROUND INFORMATION: In the 1986 Capital Improvement Budget, dollars were allocated for rebuilding the restroom on the north side of the **lake** and remodeling the restroom on the south **side**. The architectural work is broken down as follows:

North Side Restroom	56,300
South Side Restroom	<u>3,000</u>
Total	\$9,300



Jack L. Ronsko
Public Works Director

JLR/ma

Attachment

cc: Parks and Recreation Director

APPROVED:


THOMAS A. PETERSON, City Manager

FILE NO.

CLODILAK/TXTW.02M

December 24, 1986

CITY COUNCIL

FRED M. REID, Mayor
EVELYN M. OLSON
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

January 12, 1987

Morris and Wenell
Architects and Planners Inc.
222 W. Lockeford Street
Suite 9
Lodi, California

Gentlemen:

Enclosed herewith please find a fully executed copy of Agreement for Architectural Services for the new restrooms on the north side of Lodi Lake and remodel of the restrooms on the south side of Lodi Lake, which agreement was approved by the Lodi City Council at its Regular Meeting of January 7, 1987.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Sery truly yours,

ALICE M. REIMCHE
City Clerk

Encls .

The California Form of Agreement for Architectural Services

Prepared by the California Council, The American Institute of Architects, for use between client and architect.

PROJECT New restrooms on the north side of Lodi Lake and remodel restroom on the south side of Lodi Lake

The Client and the Architect agree as follows:

1. ARCHITECT'S SERVICES: The Architect's professional services shall consist of:

- | | |
|---|--|
| a. Scheme and Program Development. | e. Providing Standard Forms of Bid Proposals and Contracts. |
| b. Preliminary Studies. | f. Receiving Bid Proposals. |
| c. Working Drawings and Specifications. | g. Administration of the Construction Contract and Issuance of |
| d. Structural, Mechanical and Electrical Working Drawings and Specifications. | Certificates of Payment. |

2. BASIC COMPENSATION: Basic compensation shall be Lump Sum of \$6,300.00 for North Side of Lodi Lake

Lump Sum of \$3,000.00 for South Side of Lodi Lake

Services shall be paid for as follows:
Schedule of Services

- | | |
|---|------------|
| a. Schematic and Program Development. | 15 percent |
| b. Preliminary Drawings | 20 percent |
| c. Working Drawings and Specifications | 45 percent |
| d. Administration of the Construction Contract and Issuance of Certificates | 20 percent |

Proportion of Basic Compensation

100 percent

-0-

A retainer of \$ -0- to be credited to the final payment, is payable upon execution of this agreement.

Statements shall be rendered month and paid in proportion to amount of services completed. Until actual cost of construction is determined, payments on account shall be based upon estimated costs approved by the Client. No deduction is to be made on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

3. ADDITIONAL SERVICES:

- a. Any work let under separate contracts shall be subject to additional compensation or pursuant to attached fee schedule
- b. If, after a scheme has been approved, the Client makes a decision which, for its proper execution, involves additional services and expense for changes in or additions to the drawings, specifications or other documents; or if the Architect be put to labor or expense by delays caused by the Client or a contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or other casualty, the Architect is to be equitably paid by the Client for such additional service and expense.
- c. If any work designed by the Architect under the Client's direction is abandoned or suspended, the Architect is to be paid an equitable amount in accordance with paragraph 2.

d. The Client shall reimburse the Architect for unusual expenses as follows: The City of Lodi shall approve any unusual expenses prior to the commencement of services for said unusual expenses.

Reimbursements, and payments for additional services, shall be paid from time to time as the work is done or expenses incurred.

e. The Client may authorize the Architect to have models or other graphic presentations made, for which the Architect shall be reimbursed.

4. SURVEYS AND BORINGS: The Client will furnish a survey of the building site together with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The Client shall pay for any borings, test pits and other tests that may be required.

5. ADMINISTRATION: The Architect will make such periodic visits to the work as he deems necessary to ascertain whether it is being executed in conformity with drawings, specifications or directions, but the Architect is not responsible for the performance of contractors or for their errors or omissions. The Architect will provide technical direction to an approved project inspector employed by and responsible to the Client if such employment is authorized by the Client.

6. REPRODUCTIONS: The Architect will furnish final sets of reproductions of working drawings and specifications and the Client shall reimburse the Architect at cost for additional reproductions ordered by the Client.

7. SUCCESSORS AND ASSIGNMENTS: The Client and the Architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Client nor the Architect shall assign or transfer his interest in this agreement without the written consent of the other.

8. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS, as instruments of service, is that of the Architect whether the work for which they are made be executed or not. City of Lodi to receive one (1) set of reproducible drawings.

9. ARBITRATION: All questions in dispute under this agreement shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Arbitration Association. See Article 9 Attachment.

10. SCOPE OF AGREEMENT: This is the entire agreement between the parties and there are no agreements, conditions, or representations between the parties except as expressed herein.

11. ADDITIONAL PROVISIONS:

The above is mutually agreed to this 2nd day of December, 19 86

CITY OF LODI

By: Thomas A. Peterson
Thomas A. Peterson,
City Manager

Client

MORRIS & WENELL ARCHITECTS AND PLANNERS INC.

By: Robert Morris
Robert Morris,
Architect

Attest: Alice M. Reimche
Alice M. Reimche,
City Clerk

FEE SCHEDULE

Effective July 1, 1986

PRINCIPALS:

Robert Morris	\$ 70.00/Hour
Larry Wenell	\$ 70.00/Hour
STAFF ARCHITECT I	\$ 60.00/Hour
STAFF ARCHITECT II	\$ 50.00/Hour
DRAFTSMAN	\$ 40.00/Hour
SECRETARY	\$ 25.00/Hour
MILEAGE	\$.22/Mile
BLUEPRINTS 24 x 36	\$ 1.50/Sheet
SEPIAS 24 X 36	\$ 2.50/Sheet
8-1/2 x 11 COPIES	\$.15/Copy
11 x 17 COPIES	\$.20/Copy

ARTICLE 11 - ADDITIONAL PROVISIONS

The Architect to provide sufficient copies of working drawings and specifications for review by staff and processing through the Building Department.

The Architect will be responsible for processing the plans and specifications through the Building Department. The City of Lodi will take care of all permit fees involved.

The Architect will be responsible for processing the plans through the Site Plan and Architectural Review Committee of the City of Lodi.

The reproducible drawings to be submitted to the City by the Architect shall be either the original drawings or mylar copies of the originals.

ARTICLE 9 - INDEMNIFICATION

The Architect shall defend, indemnify and save harmless the City of Lodi, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs, or liability of any kind or nature, which the City of Lodi, its officers, agents, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Architect's allegedly wrongful acts or actively or passively negligent performance or attempted performance of this agreement, excepting only liability arising out of the willful misconduct or sole negligence of the City of Lodi.

Dated: December 11, 1986

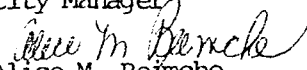
MORRIS & WENELL
Architects and Planners Inc.

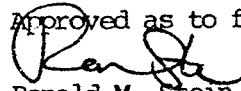
By: 

Dated: January 7, 1987

CITY OF LODI

By: 
Thomas A. Peterson,
City Manager

Attest: 
Alice M. Reimche,
City Clerk

Approved as to form:

Ronald M. Stein,
City Attorney